

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE 1 OF 9									
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE May 21, 2003		4. REQUISITION/PURCHASE REQ. NO. SP0600-03-1181		5. PROJECT NO. (If applicable)								
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX (703) 767-2382 BUYER/SYMBOL: KIMBERLY BINNS/DESC-EB PHONE (703) 767-8422 P.P. 8.2			CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE									
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				X		9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0070								
						9b. DATED (SEE ITEM 11) 18 April 2003								
						10a. MODIFICATION OF ONTRACT/ORDER NO.								
						10b. DATED (SEE ITEM 13)								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS														
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>														
12. ACCOUNTING AND APPROPRIATION DATA (If required)														
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. I2.05 CHANGES-FIXED PRICE (AUG 87)</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01</td> </tr> <tr> <td></td> <td>OTHER (Specify type of modification and authority)</td> </tr> </table>								A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. I2.05 CHANGES-FIXED PRICE (AUG 87)		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01		OTHER (Specify type of modification and authority)
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	OTHER (Specify type of modification and authority)													
E. IMPORTANT: Contractor [] is not, [x] is required to sign this document and return <u>1</u> copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <div style="height: 150px; border: 1px solid black; padding: 10px;"> <p>See the following pages</p> </div>														
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.														
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER TERRI A. WORKMAN										
15B. NAME OF CONTRACTOR/OFFEROR BY <i>(Signature of person authorized to sign)</i>		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>		16C. DATE SIGNED								

A. The purpose of this amendment is to incorporate the following changes into Sections I, L, M and attachments in the subject solicitation:

1. Changes in Section I, Clauses:

Section I.2, FAR Clauses, the following clause is deleted in its entirety from the referenced solicitation:

52.229-5	Taxes - - Contracts Performed in U.S. - - Possessions or Puerto Rico	FAR 29.401-5	Apr 1984
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Section I.2, FAR Clauses are deleted

52.229-3	Federal, State, and Local Taxes	FAR 29.401-3	Jan 1991
52.233-1	Disputes (Alt 1)	FAR 33.215	Jul 2002
			Dec 1991

and replaced with the following FAR Clauses:

52.229-3	Federal, State, and Local Taxes	FAR 29.401-3	April 2003
52.233-1	Disputes (Alt 1)	FAR 33.215	Jul 2002

Section I.3, DFAR Clause Incorporated by reference will be deleted

252.209-7003	Compliance with Veterans' Employment Reporting Requirements	DFARS 209.104-70(a)	Mar 1998
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and will remain **RESERVED**

Section I.3, DFARS Clauses Incorporated by reference are deleted

252.225-7031	Secondary Arab Boycott of Israel	DFARS 225.770-5	Jun 1992
252.247-7023	Transportation of Supplies by Sea	DFARS 247.573(b)	Mar 2000

and replaced with the following:

252.225-7031	Secondary Arab Boycott of Israel	DFARS 225.770-5	Apr 2003
252.247-7023	Transportation of Supplies by Sea	DFARS 247.573(b)	May 2002

Section I.4, AFFARS Clauses Incorporated by reference will be deleted

5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS) (IAW AFFARS 5323.890-7)	May 1996
5352.242-9000	Contractor Access to Air Force Installations (IAW AFFARS 5342.490-1)	May 1996

and replaced with the following:

5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS) (IAW AFFARS 5323.890-7)	Apr 2003
5352.242-9000	Contractor Access to Air Force Installations (IAW AFFARS 5342.490-1)	Jun 2002

Section I.4, AFFARS Clauses, the following clause is deleted in its entirety from the referenced solicitation:

5352.237-9000	Control and Release of Inspector General Reports (IAW AFFARS 5337.110)	May 1996
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Section I.5, Non-Regulated Utility Clauses Incorporated by Reference, the following clause is deleted;

52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	FAR 22.1006(c)	Feb 2002
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and replaced with 52.222-43 below

52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	FAR 22.1006(c)	May 1989
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2. Add Section L.3, Proposal Revisions:

When submitting revised proposals Offerors shall submit changes in accordance with the following:

1. Proposal revisions shall be submitted as one original paper copy and 2 electronic copies on CD ROM disks.

2. In the upper right corner of each revised page, include the Offeror's name, exact location (volume, section, page number, etc.) within the original proposal, and date of transmittal.
 3. Changes shall be marked by a change bar in the margin to indicate the changed part of each page.
 4. If the revision exceeds one page, each page shall be marked with the page number it is replacing and a numerical or alphabetical extension (i.e. 93-a...93-d).
 5. For each deleted page, a blank page shall be submitted denoted with "page intentionally left blank" and the original page number.
3. Add Section L.4.5, Electronic Media to paragraph one as follows:
- Offeror shall submit their electronic proposals on CD ROM disks. "Electronic proposal files should be no more than four megabytes (4MB) in size. Offeror's are encouraged to refrain from incorporating detailed graphic items (other than any plans or drawings) as they are not required or desired. Any scanned documents incorporated into an offeror's proposal shall be split into multiple files so that each individual file is no more than 4MB. If multiple files are required for a given volume, offeror's shall organize their electronic submission so that each volume is contained in a separate directory."
- Paragraph 2 shall be changed to "All volumes shall be submitted..... proposals are at the Offerors discretion."
- Renumber paragraph 2 and 3 to be paragraphs 3 and 4.
4. Delete the following sentence under Section L.7, Proposal Preparation Instructions – Volume II: Past Performance:

"The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section L, Attachment 1) on the date specified in Section A."

And replace with the following sentence:

"The Offeror shall submit to the Contracting Officer its past performance information (contact references per Section J, Attachment J39) on the date specified in Section A."

5. Delete the following paragraph under Section L.7, Proposal Preparation Instructions – Volume II: Past Performance:

“Offerors shall provide information about their past performance on projects of similar complexity, and the offeror’s approach to accomplishing work required in the RFP. Offerors shall present the information requested in Attachment 1 as part of their proposal for both the Offeror and major (over \$500,000) proposed subcontractors.”

And replace with the following paragraph:

“Offerors shall provide information about their past performance on projects of similar complexity, and the offeror’s approach to accomplishing work required in the RFP. Offerors shall present the information requested in Section J, Attachment J39 as part of their proposal for both the Offeror and major (over \$500,000) proposed subcontractors.”

6. Add Section L.8.3.4, Small Business Offerors as follows:

Small Business offerors should identify work they intend to complete “in-house” in performance of the contract requirements. Such work will be considered to have met the socioeconomic goals.

7. Section L.9.6.2, L-2 Schedule, is hereby deleted and replaced with:

SCHEDULE L-2

RENEWALS AND REPLACEMENTS SCHEDULE

50-Year Schedule

<u>Year</u>	<u>Dollar Amount</u>	<u>Description of Renewal or Replacement</u>
200X		
200X + 1		
200X + 2		
200X + 3		
200X + 4		
200X + 5		
200X + 50		

8. Replace the paragraph and Schedule L-3 from Section L.9.6.2, Initial Capital Upgrades, with the following paragraph and Schedule L-3:

“The Offeror shall provide cost information for initial capital upgrades listed in the Capital Upgrades and Renewals and Replacements Plan provided in their proposal in accordance with C.11.2, *Capital Upgrades and Renewals and Replacements Plan*. Information to support the price proposed for initial capital upgrades shall include total upgrade price, estimated completion date, number of months the price will be amortized, and the interest rate proposed by the Offeror. This information should be provided in Schedule L-3. A separate Schedule L-3 shall be provided for each utility system included in the proposal.”

Schedule L-3 - Initial Capital Upgrades

Component Name	Component Cost	Interest Rate	First Full Month Project Will Be in Service	# of Months to Amortize Component	Monthly Charge
1. Initial Capital Upgrades					
Project 1					
Project 2					
TOTAL Capital Upgrades					

9. Delete Attachment 1, Past Performance Information, after Section L.9.6.5 as it is provided in Section J, Attachment J39.

10. Delete the following paragraph from Section M.3.1, Procedure:

“The Air Force will use Median Source Selection Procedures under AFFARS Part 5315 to select the successful offeror(s) (see <http://farsite.hill.af.mil>).”

11. Section M.4.3.1, The Past Performance Ratings, are hereby deleted and replaced with:

Past Performance Ratings: Each proposal will be assigned a relevancy rating based on the following definitions:

Numerical Rating	Adjectival Rating	Description
9 -- 10	Excellent/High Confidence	Based on the Offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
7 -- 8	Very Good/Significant Confidence	Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort.
5 -- 6	Satisfactory/ Confidence	Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort.
3 -- 4	Marginal/Little Confidence	Based on the Offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary to achieve contract requirements.
0 -- 2	Unsatisfactory/No Confidence	Based on the Offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.
N/A	Neutral/Unknown Confidence	No performance record identifiable (see FAR15.305(a)(2)(iii) and (iv)).

12. Section M.4.5, Socioeconomic Plan is hereby deleted and replaced with:

Section M.4.5 Socioeconomic Plan

The evaluation team will use information submitted by potential suppliers to evaluate the potential suppliers' proposals for support of socioeconomic goals if awarded a contract under this solicitation.

The Socioeconomic Plan will be evaluated based on the extent to which an Offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, Small Businesses, Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

Small Business offerors should identify work they intend to complete “in-house” in performance of the contract requirements. Such work will be considered to have met the socioeconomic goals.

The solicitation requires offerors to submit the following in their Socioeconomic Plans:

1. A description of the efforts the company will make to assure that small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) will have under equal opportunity to compete for subcontracts under any resulting contract.
2. A description of the offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
3. The specific names of subcontractors to the extent they are known.
4. A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) during the contract period.
5. Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).
6. The type of performance data the offeror would accumulate and provide to the Contracting Office, regarding your support of small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs), small disadvantaged, women-owned small, Veteran-owned small and /or HUBZone small business concerns during the period of contract performance.
7. The name and title of the individual principally responsible for ensuring company support to such firms.

NOTE: An offeror considered to be Small Business will have demonstrated the

commitment to utilize Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs), to the extent they perform the contract requirements internally or by subcontracting to HBCUs/MIs.

Socioeconomic Plan Ratings:

Each proposal will be assigned a Socioeconomic Plan rating based on the following definitions:

Excellent	Offeror's plan addresses all seven items required by the solicitation.
Very Good	Offeror's proposal contains at least five items required by the solicitation.
Good	Offeror's proposal contains at least three items required by the solicitation.
Poor	Offeror fails to submit information that satisfies any of the requirements listed above

13. Add the following to Attachment J1- Water, Section 3.3:

"Water from non-potable wells will continue to be used for non-potable applications such as irrigation or toilet flushing. Blending and/or other techniques must not be used to introduce non-potable water into the drinking water distribution system without approval of 377MSG/CEV.

Ownership, operation and maintenance of wells or any other element of the water distribution system must not interfere with on-going Air Force environmental remediation actions. Sampling and/or testing at on-going Air Force remediation sites is not included in this request for proposal. The Air force will continue sampling and testing at their remediation sites."

14.Delete the J40 Attachment, the Completed Example B-2 Schedule and replace with:

EXHIBIT J40-1

Example 1 SCHEDULE B-2

Utility Service Payment by the Government

Raptor AFB				
0004 ^a	Wastewater System			
Sub-CLINs	SUPPLIES/SERVICES	Unit	Monthly Service Charge	Total Annual Amount
AA	Purchase Price. ^c <u>\$500,000.00.</u> LESS Recoverable Portion of the Purchase Price. <u>\$425,000.00.</u> The Monthly Credit as Payment for Purchase Price and Recoverable Portion of the Purchase Price will be amortized over the first <u>180</u> months of service at an interest rate that is (specify either of the following) <u>1.0</u> percentage points above or <u> </u> percentage points below the annual interest rate on U.S. Treasury Bonds in effect at the time of award. ^d	LS	<u>\$(632.89)</u>	<u>\$(7,594.68)</u>
AB	Fixed Monthly Charge to Operate and Maintain the Utility System and for Continuing Renewals and Replacements for Electric, Natural Gas, Water, or Wastewater Utility Systems. ^b	LS	<u>\$3,772.53</u>	<u>\$45,270.36</u>
AC	Initial Capital Upgrades Initial Capital Upgrades will be handled in accordance with Section H.10.1 and Schedule L-3.		N/A	N/A
AD	Transition Period (Contract Award through Contract Start) (Not to exceed 90 days) Fixed charge.	LS	<u>\$15,000</u>	<u>\$45,000</u>
^a CLIN number to be filled in by the Offeror. CLIN numbers are shown in Schedule B-1, <i>Utility System Contract Line Item Numbers</i> . ^b The annual amount is calculated by extending the monthly service charge by 12 months. Price changes for Sub-CLIN AB will be determined IAW B.6, <i>Type of Contract-Fixed Price with Prospective Price Redetermination</i> , and G.3, <i>Fixed Monthly Charge Adjustment</i> . ^c The <i>Purchase Price</i> , <i>Recoverable Portion of the Purchase Price</i> , interest rate and amortization period are proposed by the Offeror. The <i>Recoverable Portion of the Purchase Price</i> cannot exceed the <i>Purchase Price</i> . ^d The interest rate on U.S. Treasury Bonds (30-years) is as established in the most recent 30-year bond issue prior to the time of award, and published in the Federal Register. (http://www.federalreserve.gov/releases/H15/update/) ^e For proposal purposes, the Offeror shall propose only a dollar per hour credit to the Government. During Contract performance the hours per month will be determined for each month of service and the total monthly credit will be calculated and credited against the monthly invoice.				

B. All other Terms and Conditions shall remain unchanged and in full force and effect.